

## **Directive 2 of 2018**

### **Player Protection Directive**

In exercise of the powers conferred by article 7(2) of the Gaming Act, 2018 (Cap. 583 of the Laws of Malta), the Malta Gaming Authority is hereby issuing the following directive in order to delineate in further detail the specific player protection requirements to which Authorised Persons must adhere.

#### **Part I – Short Title and Definitions**

1. The short title of this directive is the Player Protection Directive 2018.
2. This directive shall come into force on the 1st August 2018.
3. (1) In this directive, save as provided in sub-article (2) of this article, all words and phrases shall have the same meaning as prescribed in the Gaming Definitions Regulations.

- (2) In this directive, unless the context otherwise requires:

“AML legislation” means the Prevention of Money Laundering Act (Cap. 273 of the Laws of Malta) and all regulations, guidance and any other instrument issued thereunder;

“B2C licensee” means a person licensed by the Authority to provide or carry out a gaming service from Malta or to any person in Malta, subject to the requirement of a licence in terms of Regulation 3 of the Gaming Authorisations Regulations, which for the avoidance of doubt shall include the persons mentioned in Regulation 8, but not the persons mentioned in Regulations 5, 7, 22, 29, 30 and 31 of the Gaming Authorisations Regulations.

“B2B licensee” means a person licensed by the Authority to provide a critical gaming supply, including persons mentioned in Regulation 8;

“Channel of delivery” shall have the same meaning assigned to it in the Gaming Authorisations and Compliance Directive;

“Consumer Affairs Act” means the Consumer Affairs Act (Cap. 378 of the Laws of Malta);

“Directive” means this Player Protection Directive 2018;

“Licensee” means a B2C licensee or a B2B licensee;

“Gambling history” includes total deposits, withdrawals, win/loss transactions and total net position, as of the 1<sup>st</sup> August 2018 or such earlier date as the licensee may wish to offer;

“Game engine” shall have the same meaning assigned to it in the Gaming Authorisations and Compliance Directive;

“Gaming vertical” shall have the same meaning assigned to it in the Gaming Authorisations and Compliance Directive;

“Means of distance communication” or “remote means” includes any means which may be used for the communication, transmission, conveyance and receipt of information (including information in the form of data, text, images, sound or speech) or for the conclusion of a contract between two or more persons;

“Remote gaming” and “remote gaming service” means any form of gaming by means of distance communications; and

“Testing Lab” means an independent testing lab accredited within a Member State of the European Union or a Member State of the European Economic Area or any other jurisdiction or territory approved by the Authority or recognised by the Authority as having the required accreditation to issue a certificate, certifying compliance of the applicable games with any regulatory instrument which may be adopted by the Authority from time to time; and

“Unified Self-Barring Database” means the online system created by the Authority accessible to B2C licensees offering their gaming service in gaming premises, whereby all persons requesting to be self-barrred are inputted and saved, which online system needs to be referred to by the aforementioned B2C licensees during the registration process for each player.

## **Part II – Disclosure Requirements**

4. B2C licensees offering their services online shall display the following information prominently on the homepage of their respective gaming websites, and it shall be accessible from all pages on the website:
  - (a) the B2C licensee details, which identify the licensee and ensure that the licensee can be contacted;
  - (b) a sign which indicates that underage gaming is not permissible;
  - (c) a ‘responsible gaming’ message which provides:
    - (i) information that gaming can be harmful if it is not controlled;
    - (ii) information about the player support measures on the website;

Provided that this is without prejudice to disclosure requirements laid down in other regulatory instruments and other applicable requirements.

5. (1) B2C licensees shall display the fact that they are licensed by the Authority in a manner which is readily visible to players:
  - (a) B2C licensees offering their gaming service online shall:
    - (i) display any identifier tool (dynamic seal or kite mark) that may be implemented by the Authority on the homepage of all websites which they operate or which are operated for and on their behalf; and

- (ii) when they offer games which are regulated by the Authority and games which are not so regulated, display on the homepage of all websites on which both types of games are offered a clearly and readily visible and intelligible notice informing players which games are regulated by the Authority and which are not.

Provided that the Authority may prohibit B2C licensees from having a gaming activity not licensed by it if such gaming activity is not covered by any licence, or is covered by a licence which is not recognised at law, or by any such other regulatory instrument.

- (iii) If they are offering their gaming service via an application software, ensure that the interface of the application software prominently displays the requisite information in Article 4 and sub-article 5(1)(a)(i)-(ii) above.

- (b) B2C licensees offering their gaming service by remote means other than online shall:

- (i) inform players as soon as reasonably practicable and in any case before their first deposit and, or wager, that they are licensed by the Authority;

- (ii) when they offer games which are regulated by the Authority and games which are not so regulated, inform players as soon as reasonably practicable and in any case before their first deposit and, or wager, which games are regulated by the Authority and which are not; and

- (iii) make readily available to players, upon request, the Authority's contact details in order for the players to be in a position to confirm the status of the B2C licensee's licence.

- (c) B2C licensees offering their gaming service in gaming premises, including a land-based casino, shall:

- (i) display their licence status at the entrance of the gaming premises; and

- (ii) make readily available to players, upon request, the Authority's contact details in order for the players to be in a position to confirm the status of their licence.

- (2) B2B licensees shall:

- (a) display in a readily visible manner a statement that they are licensed by the Authority, together with the licence number and the activities for which they are licensed:

- (i) on their website; and

- (ii) in premises accessible to the public which are used to showcase to clients or potential clients the products or services which they supply in virtue of the licence issued by the Authority, as may be applicable in each case.

Provided that, for the avoidance of any doubt, this Article is also applicable to B2B entities who are in possession of a Recognition Notice issued by the Authority, but which have premises in Malta.

- (b) clearly distinguish between the products and, or services:

- (i) which are licensed by the Authority;
- (ii) which are in possession of a material supply certificate issued by the Authority; and;
- (iii) which are neither licensed nor in possession of a material supply certificate issued by the Authority.

- (3) B2C licensees offering their gaming service online shall have a link on their homepage, and on the player's 'home' where applicable, to one or more organisations which aid persons who have problem gambling issues.
- (4) B2C licensees offering their gaming service via gaming premises shall also retain sufficient and up-to-date information and material relating to organisations which aid persons who have problem gambling issues, and shall at all times leave such information and material accessible to the players.
- (5) Gaming premises operators shall also, at all times when the gaming premises are open for business, exhibit and maintain at or near the entrance to the premises a notice displaying the minimum age required for entry, and a message encouraging responsible gaming.
- (6) B2C licensees who market their services in one or more languages beside the English and/or Maltese language, shall ensure that all the information required to be displayed by virtue of this Directive, is available in that, or those, foreign languages, as well as the English and, or Maltese language.
- (7) For the avoidance of doubt, any website operated by a B2C licensee, or on his or her behalf, and all the content on such website, shall, as a minimum, be available in the English and, or Maltese language.

### **Part III – Terms and Conditions**

- 6. (1) B2C licensees shall ensure that none of the terms on which they offer their gaming service, including in relation to any promotional schemes, are unfair in terms of the Consumer Affairs Act.

- (2) Terms and conditions shall be readily available and accessible to players at all times, including before registration, and shall be written in clear, legible and intelligible language. In the case of a gaming service offered by remote means, the terms and conditions shall be no more than one click away from the homepage of the B2C licensee, or from the game or activity to which they refer. Operators of gaming premises or controlled gaming premises shall, at all times, display their terms and conditions, game rules, and other rules in a prominent location, and shall always be made available and accessible to players.
- (3) Players shall be required to expressly accept any material changes to the terms and conditions before they take effect, and before they are allowed to continue making use of the gaming service.

Provided further that a change is material if it in any way alters the rights and, or obligations of the player, the powers of the B2C licensee, and the liability of the same, the player's chance of winning the game, or if it affects the structure of the game, or if it relates to the termination or discontinuation of a progressive jackpot in the game, and, or on the website, as applicable, on which the player was wagering funds, or if it relates to the player's personal data in any manner.

Provided further that players shall not be allowed to play unless they accept any material changes to the terms and conditions, but shall be allowed to withdraw their balance according to the terms and conditions they originally agreed to.

Provided further that the B2C licensee shall make it clear which specific parts of the terms and conditions are being added, removed, or changed when proposing such changes for acceptance by the player.

- (4) B2C licensees shall ensure that they do not have more than one version of the general terms and conditions applicable to the provision of the gaming service licensed by the Authority at any point in time.

Provided that, where the B2C licensee operates multiple brands, the B2C licensee shall ensure that each brand shall only have one applicable version of the general terms and conditions applicable at any point in time.

For the avoidance of any doubt, the same terms and conditions provided in more than one language do not constitute more than one version for the purpose of the preceding paragraph.

Provided further that, if a player is inactive, and is hence not in a position to accept any material change to the terms and conditions, the processing of any inactivity fees charged to the account shall be in accordance with the terms and conditions to which the player last agreed to.

For the avoidance of any doubt, the above-described situation shall not be considered to be one which constitutes the existence of more than one version of the general terms and

conditions applicable to the provision of the gaming service licensed by the Authority at any point in time.

- (5) Any material changes to the Terms and Conditions shall be notified to the Authority as soon as reasonably practicable, and in any case within thirty (30) days from the date on which the change was first notified to the players in accordance with sub-article (3).
  - (6) The Terms and Conditions shall include:
    - (a) The version number and the date last updated; and
    - (b) The registered name and address of the licensee, and a reference to the licence held with the Authority.
  - (7) All terms and conditions shall always at the very least be provided in either the English and/or Maltese language, and in the case of conflict with any other versions, the version which is most beneficial to the player shall prevail.
7. (1) A B2C licensee shall make readily available to players the rules of the games which it is offering:
- (a) B2C licensees offering their gaming service online shall ensure that the game rules are made readily available to the player. Licensees shall ensure that the game rules are to be displayed in full no more than one click away from the page in which the game can be played. With respect to games which are played after being downloaded and installed on a compatible device, licensees shall ensure that the game rules shall be made present to the player in any case prior to the player's first wager on the game.

For the avoidance of any doubt, this paragraph is equally applicable to mobile sites and to mobile device applications.
  - (b) B2C licensees offering their gaming service by remote means other than online shall make the game rules readily available and shall inform the player how these may be accessed, in any case prior to the player's first wager on the game.
  - (c) B2C licensees offering their gaming service in gaming premises shall make readily available to players the rules of the games which are offered in those gaming premises.
- (2) The game rules shall be written in plain and intelligible language and shall include inter alia the various ways in which the player can win or lose and, without prejudice to Part VII of this directive, the prize which the player is eligible to receive in case of a win in each case.
8. A B2C licensee shall make readily available and accessible to players at all times, information relating to any commission or any other fee held by the licensee or otherwise charged to the player. Such information shall be written in plain and intelligible language and shall include the

amount of such commission or other fee, whether fixed or variable. The information shall be made available in the terms and conditions, and in the deposit and the withdrawal page.

#### **Part IV – Responsible Gaming**

9.
  - (1) B2C licensees shall make readily available to players, means by which to help them determine whether they have a gambling problem or not.
  - (2) B2C licensees offering their services online shall include the ‘responsible gaming’ messaging required by virtue of Article (4)(c) of this directive.
  - (3) Without prejudice to the requirements envisaged in the Gaming Premises Regulations, gaming premises, and controlled gaming premises operators shall:
    - (a) make readily available to players, leaflets or other information material and contact information regarding one or more organisations which aid persons who have problem gambling issues. Such leaflets and, or notices shall also be placed in visible locations in the premises, and next to automatic teller machines, if any. The material information shall include information relating to responsible gaming, including a ‘responsible gaming’ message providing inter alia:
      - (i) that gaming can be harmful if not controlled; and
      - (ii) information about player support measures available to players.
    - (b) affix a sign on the façade of the premises indicating the minimum age required for participation in the gaming activity offered by the premises.
10. B2C licensees offering their gaming service online shall ensure that a link leading to a page including all the relevant responsible gaming information required by this directive is permanently visible on the website wherein the service is being offered, and such page shall be no more than one click away from any webpage or application interface. The information shall be in a clear, and intelligible format.

Provided that, where the responsible gaming information to which the preceding paragraph refers is structured in a menu or categorised within sections, the menu or sections shall be no more than one click away from any webpage or application interface, and the contents of every menu or section item shall be accessible within one click.
11.
  - (1) B2C licensees shall make readily available to players, at all times, a procedure whereby a player may exclude himself from playing for a definite or indefinite period of time. Throughout this period, B2C licensees shall have procedures designed to ensure that a player who has opted for a definite or indefinite self-exclusion period cannot gain access to gaming services.

Provided that, players who request closure, or permanent closure, of an account shall be asked by the B2C licensee whether or not this is to be interpreted as a self-exclusion request. If it is the case, the provisions of this article are entirely applicable to that player's account.

- (2) B2C licensees offering their gaming service online shall ensure that the facility for players to exclude themselves from gaming shall be no more than one click away from the responsible gaming information page referred to in the previous article. For the avoidance of doubt, this paragraph is equally applicable to gaming services offered on mobile sites and mobile device applications.

Where the responsible gaming information to which the preceding article refers is structured in a menu or categorised within sections, the facility for players to exclude themselves shall be no further than one click from the contents of the relevant section which is appropriately labelled.

- (3) B2C licensees offering their gaming service by remote means other than online shall ensure that the procedure by which players may exclude themselves from gaming is as simple and secure as possible, as may be approved by the Authority, in light of the manner in which they offer their gaming service.
- (4) Any exclusion implemented in terms of this article shall be offered:
  - (a) For all the games offered by the B2C licensee, and, optionally, but not alternatively to the latter, for one or more games or for one or more gaming verticals; and
  - (b) Across all the means by which the B2C licensee provides its services, and, optionally, but not alternatively to the latter, across one or more websites and, or one or more remote means.

Provided that, in the absence of a unified self-barring database, if the brands require separate player registration, where the B2C licensee operates multiple brands, the B2C licensee may allow for self-exclusion to be limited to a player's activity on the brand on which the player has requested self-exclusion, and the above sub-articles (a) and (b) shall be applicable to that individual brand.

Provided further that, in the event that a player has been excluded by the B2C licensee in light of sufficient reasons which indicate that the player may have problem gambling issues, that player shall be excluded across all brands operated by the B2C licensee.

Provided further that, where, in accordance with the Authorisations and Compliance Directive, the B2C licensee allows players to hold more than one account on a single brand, or across two or more brands where the brands do not require separate player registration, if the player requests self-exclusion, the self-exclusion shall prevail across all accounts.



Provided further that, for the avoidance of any doubt, this sub-article is not applicable to gaming premises, and controlled gaming premises, where players who have self-excluded shall not be allowed to enter the premises.

- (5) An exclusion may only be implemented in terms of this article:
- (a) upon the request of the player, for example by contacting customer services, or by entering an automated process using remote communication and, or;
  - (b) by the B2C licensee if there are sufficient reasons to indicate that the player may have problem with gambling issues.

- (6) Any exclusion implemented in terms of this article shall only be removed:
- (a) upon request of the relevant player, or;
  - (b) upon expiry of the set duration.

Provided that, B2C licensees shall increase a definite period of self-exclusion upon receiving a request of the relevant player.

- (7) The duration of an exclusion implemented in terms of this article shall only be decreased upon request of the relevant player.
- (8) B2C licensees shall make the option of increasing any definite period of self-exclusion readily available to players.
- (9) A notice by the player increasing the period of self-exclusion shall be effective immediately upon its receipt by the B2C licensee.
- (10) A notice by the player decreasing a definite period of self-exclusion shall be effective only after the lapse of not less than twenty-four hours from the day on which the B2C licensee receives the notice, and a notice by the player revoking an indefinite period of self-exclusion shall be effective only after the lapse of not less than seven days from the day on which the B2C licensee receives the notice.
- (11) No licensee may attempt to induce a player who has requested self-exclusion to continue making use of its respective gaming activities.
- (12) The self-exclusion procedure shall be as simple as possible:

Provided that the B2C licensee may include one additional step that requires the player to confirm that he wishes to self-exclude himself from gaming activity;

- (13) Gaming premises and controlled gaming premises operators shall offer the possibility of self-exclusion in such manner as is envisaged in the Gaming Premises Regulations. For the avoidance of any doubt, notwithstanding any other provision of this article, a period of exclusion from playing in gaming premises shall not be decreased or revoked before the expiry of the set duration.

12. B2C licensees shall endeavour to ensure, whenever reasonably possible, that individuals not previously registered as players, but who have contacted the B2C licensee requesting to be excluded from any future gaming activity, are not accepted as registered players, or are not allowed to register as players, unless and until the B2C licensee has received a request in written or electronic format from the same individual asking for his previous request to be ignored.

Provided that, where the B2C licensee operates multiple brands which require separate player registration, the B2C licensee may limit the applicability of this article to the brand which has received such communication from the individual.

13. Without prejudice to articles 17 and 19 of this directive, the B2C licensee shall retain the records relating to a player's self-exclusion at least for the duration of the self-exclusion agreement plus a further six (6) months following the expiry or revocation of the self-exclusion.

#### **Part V - Limits**

14. (1) B2C licensees shall offer players the possibility to set the following limits:
- (a) Deposit limits: where the amount of money or money's worth the player can deposit is limited for a period of time;
  - and, or
  - (b) Wagering limits: where the amount of money or money's worth the player can wager is limited for a period of time:

Provided that for the purpose of calculating the amount wagered when a wagering limit is implemented, bonuses and other player incentives need not be taken into account.

- (2) B2C licensees offering their gaming service online shall ask players whether they would like to limit the amount of money or money's worth they deposit and, or wager upon registration, or immediately after registration upon login, and shall offer the facility for players to limit the amount of money or money's worth they deposit and, or wager in an easily accessible manner. The B2C licensees shall ensure that the option remains available and easily accessible for the player to avail of at any time after registration, and shall immediately assist, by such means as may be available to them, players who express the desire of limiting the amount of money or money's worth which they deposit and, or wager.
- (3) B2C licensees offering their gaming service by remote means other than online shall ask players whether they would like to limit the amount of money or money's worth they deposit and, or wager upon registration. They shall also make such facility readily available to players upon request.

- (4) B2C licensees may also offer players the possibility to set additional limits, including but not limited to:
- (a) Loss limits: where the amount of money or money's worth that can be lost by the player is limited for a period of time;
  - (b) Time or session limits; where the amount of time which a player spends playing is limited.
- (5) Any limit implemented in terms of this article shall be offered:
- (a) For all the games offered by the B2C licensee, and additionally, the licensee may also offer limits for one or more games or for one or more gaming verticals;
  - (b) Across all the means by which the B2C licensee provides its services, or across one or more websites and/or one or more remote means and/or, insofar as possible.
- Provided that, where the B2C licensee operates multiple brands, if the brands require separate player registration, the B2C licensee may allow for limits to be only applicable to a player's activity on the brand on which the player has requested the implementation of the said limits, and the above sub-articles (a) and (b) shall be applicable to that individual brand.
- Provided further that, where, in accordance with the Authorisations and Compliance Directive, the B2C licensee allows players to hold more than one account on a single brand, or across two or more brands where the brands do not require separate player registration, any limit set by the player shall prevail across all accounts.
- (6) Any limit implemented in terms of this article shall only be removed upon request of the relevant player or upon expiry of the set duration and shall only be made less stringent upon request of the relevant player.
- (7) A notice by the player making more stringent a limit applicable to such player or increasing the duration thereof shall be effective immediately upon its receipt by the B2C licensee.
- (8) A notice by the player making less stringent or removing any limit implemented in terms of this article shall be effective only after the lapse of twenty-four hours from the day on which the B2C licensee receives the notice.
15. Part V is not applicable to gaming premises, and controlled gaming premises.

#### **Part VI – Player Activity and Support**

16. (1) B2C licensees shall have and put into effect policies and procedures to promote responsible gaming.

- (2) B2C licensees that offer their gaming service by remote means shall, with respect to repetitive games of chance played against the house, the outcome of which is determined by a random generator, offer players the possibility of requesting an alert at certain intervals of time. Such alert shall suspend play, and make readily available to the players, statistics of, the amount of time which the player has spent playing thus far, the player's winnings and losses during such period of time, and shall require the player to confirm that he has read the message, and shall give an option of the player to end the session or return to the game.

Provided that in any such case, the B2C licensee may also offer the player the choice to exclude any amount of time during which the games were placed on 'auto play' or 'auto spin', and therefore did not require the player's attention, from the time taken into account in determining when the alert should be made to the player. Any such exclusion shall be actively opted into by the player, and shall not be the default option.

- (3) The B2C licensees offering their gaming service online shall make the following information readily available and easily accessible to the player to which it pertains:

- (a) the balance on the player's account, and the relevant currency, both of which shall also be visible at all times;

Provided that where the game is displayed on a screen, the B2C licensee shall cause to be displayed on the screen, at all times during a game, a counter which automatically updates and shows the player's account balance.

- (b) the ability to access the player's gambling history of the immediately preceding six months, including total deposits, withdrawals, win/loss transactions and total net position;

Provided that all amounts displayed relating to wagers and winnings shall be quoted with the symbol of currency that the player is playing with.

Provided further that, the entire player's gambling history shall be accessible to the player upon request.

- (c) the player support function concerning responsible gaming via online forms or personal contact, including but not limited to, live chat or telephone; and

- (d) helplines or means to contact organisations providing information and assistance in respect of gambling disorders.

Provided that B2C licensees offering their gaming service by remote means other than online shall ensure that the players may avail themselves of the above information at any time, including by informing players upon registration that they can refer them to an organisation which aids persons who have gambling disorders, should the players feel such need.

- (4) Without prejudice to anything contained in this Part, full screen games shall not be offered to players unless a real time clock is displayed on the screen at all times and players are given the facility to exit the game.
  - (5) B2C licensees shall keep a readily available copy of the player's gambling history.
17.
  - (1) B2C licensees shall employ measures to detect, and identify problem gambling, using analytical tools and, or behaviour monitoring systems with pre-designed and, or evolving parameters and customer interaction staff for detection of problem gambling.
  - (2) Once identified, the B2C licensee is required to take steps to prevent further harm.
  - (3) The B2C licensee shall maintain procedures on the identification, detection, and actions to take with respect to problem gamblers, as well as procedures on customer interaction as explained in the subsequent article. The B2C licensee is required to maintain evidence that the relevant procedures were followed, and present such evidence to the Authority upon request.
18.
  - (1) B2C licensees shall ensure that their staff is properly and routinely trained in the relevant responsible gaming procedures. Staff who are responsible for dealing with responsible gambling issues, and for player interaction in general, shall receive highly specialised responsible gaming training. Such employees shall also be trained to look out for players demonstrating signs of agitation, distress, intimidation, aggression, and/or any other behaviour which may be a result of a gambling problem.
  - (2) B2C licensees shall have policies and procedures relating to player interaction where they have concerns that a player's behaviour may indicate problem gambling. The policies shall include:
    - (a) indication of the employees, or the department of employees, who are to initiate player interaction, and the procedures for doing so;
    - (b) examples of behaviour that are to raise concern in respect of problem gambling issues, and which are to trigger the procedures for player interaction;
    - (c) guidelines as to what circumstances require that a player is barred from registering, playing, or is more generally refused service;
    - (d) the procedure which is to be undertaken in the event of interaction with a player likely to be a problem gambler, including but not limited to, referring such a player to the self-exclusion options.
19. B2C licensees shall keep a record of all player interactions, and where an interaction has been ruled out, the reasons for this:

Provided that the records shall be kept for at least two calendar years from the date of the last interaction, without prejudice to any requirements under AML legislation.

20. All policies and procedures are to be implemented with due regard to the licensees' duties to the health and safety of their employees.

#### **Part VII – Return to Player**

21. (1) Gaming premises operators shall ensure that gaming devices housing games using repetitively generated random selection for determining winning combinations to players, in accordance with the way in which the games offered thereby are designed, pay out on average a prize amounting to eighty-five per centum (85%) or more of the money or money's worth wagered, or any such higher percentage as may be stipulated through a condition of the licence.
- (2) An Operator of controlled gaming premises shall at all times ensure that any gaming device therein:
- (a) restricts the maximum amount which can be committed by a player for a single wager provided through the relevant gaming device, whether or not it is linked to other gaming devices, to a maximum of five euro (€5.00).
  - (b) as a result of, or in connection with, the use by any person of a gaming device, does not offer, for each wager, a prize, reward or other benefit of a monetary value or capable of being converted into a prize, reward or other benefit of monetary value, which is in excess of two thousand euro (€2,000.00):  
  
Provided that, for games using repetitively generated random selection for determining winning combinations to players in the case of a progressive or mystery jackpot, such maximum prize, reward or other benefit of a monetary value shall not exceed four thousand euro (€4,000.00).
22. A B2C licensee offering games online which use repetitively generated random selection for determining winning combinations to players, in accordance with the way in which the games offered thereby are designed, shall pay out on average a prize amounting to ninety-two per centum (92%) or more of the money or money's worth wagered, or any such higher percentage as may be stipulated through a condition of the licence.
- (1) The Authority may, in determining whether a licensee is compliant with the average percentage return to the players as prizes:
- (a) in the case where a licensee offers a number of games which can be classified into categories by virtue of their similarity or use of the same random number or symbol generator and game engine take an average across a category of such games offered by the licensee, provided that the classification of a number of games into a category for the purposes of this section shall be subject to the Authority's approval; and

- (b) determine the particular period of time or a particular number of actual or simulated plays through which to calculate the average percentage returned to the players as prizes, provided that unless specified otherwise by the Authority, a period of one calendar year shall be used to determine the average percentage returned to the players as prizes.
  - (2) A B2C licensee shall ensure that its systems monitor the average percentage returned to the players as prizes for these games.

Provided that B2C licensees whose games are hosted and managed by an approved B2B licensee, may have this obligation fulfilled by the said B2B licensee.
  - (3) The Authority may exempt a game from the above requirements when the Authority is reasonably satisfied from the submissions made by the licensee that, because of the nature of the game, such as a game that includes player interaction, adhering to such a requirement would not be a logical pursuit of the regulatory objectives.
23. The Authority may require a licensee or an applicant for a licence to submit a certificate issued by a testing lab certifying compliance with this Directive, and to any standards adopted, issued or approved by the Authority.
- Provided that the Authority may, for the purposes of the preceding paragraph, accept certificates issued according to any other standards adopted, issued or approved by a Member State of the European Union or a Member State of the European Economic Area or any other jurisdiction or territory approved by the Authority.
- Provided further that certification for games submitted by a B2B licensee shall not be required to be re-submitted by any B2C licensee obtaining such games from the B2B licensee.
- Provided further that the Authority may exempt a game from the requirement to certify solely when the Authority is reasonably satisfied from the submissions made by the licensee that, because of the nature of the game, such a certificate is unattainable.
24. The Authority may, for the purposes of ensuring compliance with this section and any other regulatory instrument:
- (a) perform any audit, check, inspection or monitoring necessary on the licensee; and/or
  - (b) request a report from the licensee of the average percentage returned to the players as prizes over a particular period of time and/or a particular number of plays as may be specified by the Authority; and/or
  - (c) request any other information and/or conduct any test as may be required.
25. The Authority shall be empowered to require any licensee to withdraw the offering of any game to any player and, or any other licensee if such a game is not in compliance with this directive or any other regulatory instrument.

### **Part VIII – Protection of Minors and Vulnerable Persons**

26. (1) B2C licensees shall have and put into effect policies and procedures to prevent minors from making use of their gaming service and, or from holding a player account.
- (2) Without prejudice to the generality of the foregoing and any other requirements in any other law or any other regulatory instrument, such policies and procedures shall include requiring players to affirm that they are of legal age before making use of a gaming service, in terms of the requirements established in the Gaming Authorisations and Compliance Directive.
- (3) Where a minor, notwithstanding the checks put in place by the B2C licensee, manages to make use of the gaming service, the B2C licensee, as soon as it becomes aware that such player is a minor, shall take all necessary steps to prevent such minor from making further use of its gaming service and to return the minor to the state in which the minor was prior to playing, returning any monies wagered and confiscating all winnings, if any.
27. Licensees shall not offer credit services to any player.

Provided that licensees shall neither participate in, arrange, permit or knowingly facilitate the giving of credit in connection with gaming.

### **Part IX – Protection of Player Funds**

28. All licensees are to report on the player funds in accordance with the provisions within the Authorisations and Compliance Directive.
29. (1) A licensee shall, at the request of the player in whose name a player's account is established, remit the funds standing to the credit of the account to the player by no later than five (5) working days, if practicable, after receipt of the request.
- (2) In remitting funds to the player, the licensee shall, where possible, remit the funds directly into the account where the funds originated from.

Provided that where this is not possible, the licensee shall remit the funds back to the player in line with the requirements under AML legislation.

- (3) The licensee may, before remitting funds to the player in accordance with sub-article (1) above, take such time as is reasonably necessary for the purpose of:
- (a) verifying the player's identity;
  - (b) conducting security and other internal procedures;
  - (c) ensuring that the rules relating to the game, and the award of the prizes have been complied with by the player; and



- (d) performing such other customer due diligence measures required in terms of AML legislation, or any other regulatory instrument.

30. (1) A B2C licensee shall, at the request of the registered player in whose name a player's account is established, remit the funds standing to the credit of the account to the player by no later than five working days, if practicable, after receipt of the request.

Provided that, where deemed non-practicable, the B2C licensee shall abide by the following requirements:

- (a) B2C licensees shall not impose unreasonable withdrawal restrictions, when taking into consideration the amount of the withdrawal and the total time it is going to take a player to withdraw the totality of the funds he delineated within the withdrawal requests.

Provided that, for the purpose of determining whether a withdrawal restriction is unreasonable, the Authority shall consider the amount stipulated within the withdrawal request, in relation to the time which will be taken in order for the player to successfully withdraw all the funds he delineated in the request, and to the monetary withdrawal limit imposed on the player.

Provided that, the amount of money in the player's account constituting money which the player himself has deposited, may never be subject to a withdrawal restriction, unless otherwise required in terms of sub-article (2) below.

Provided further that, a withdrawal limit imposed on the player by the B2C licensee may never be less than two hundred and fifty Euro (€250) monthly.

- (b) Money for which a withdrawal request has been made, shall not be wagered in so far as the request has not yet been fulfilled. Furthermore, money for which a withdrawal request has been made, and which has not yet been paid out due to any withdrawal restriction imposed on the player by the B2C licensee, shall be paid out to the player automatically and shall not require further withdrawal requests.

Provided that, the B2C licensee may only offer players a lump sum, the value of which is lower than that of being paid in instalments, when such a mechanism was clearly communicated to, and accepted by, the player before he started playing the game.

- (c) B2C licensees shall not attempt to encourage players, in any manner, to cancel a withdrawal request, once this has been made by a player. Any withdrawal restrictions shall be specified in the terms and conditions in clear, intelligible language, and shall include details of the manner in which the restriction is to work.

- (d) Furthermore, any and all withdrawal restrictions shall be detailed on any webpage, or in any application instance made available to the player to deposit, and to withdraw funds.
  - (2) Notwithstanding anything contained in sub-article (1), an operator may delay, and, or block processing the withdrawal, as may be necessary in order to perform measures necessary in terms of AML legislation, and for the prevention of fraud and other criminal activity.
  - (3) Without prejudice to anything contained within this directive, a licensee shall not deal with the amount standing to the credit of a player's account, or with the player funds, except:
    - (a) To debit to the account a wager made by the player or an amount the player indicates he wants to wager in the course of a game the player is playing or about to play;
    - (b) To remit funds standing to the credit of the account to the player, at the player's request;
    - (c) To pay reasonable payment charges, or other charges as may be specified in the terms and conditions and in the deposit and withdrawal page, as required in terms of this directive;
    - (d) To confiscate winnings or charge penalties only in the situations identified within the terms and conditions, and which are in line with the provisions of this directive and any other regulatory instrument;

Provided that, any such confiscation of winnings or penalties shall be proportionate and reasonable, keeping in mind the provisions within general law of unjust enrichment and unfair commercial terms, and any such provisions within the terms and conditions that are deemed by the Authority not to be compliant with the provisions of this article may be deemed *ipso jure*, by operation of the Consumer Affairs Act and this directive, null and void.
    - (e) As otherwise authorised by this directive and any other regulatory instrument.
31. (1) Player funds may be held in a licensed credit, financial and, or payment institution:
- Provided that the setup of any credit, financial and, or payment institution shall be presented to the Authority and is subject to the Authority's approval;
- Provided further that the Authority reserves the right, on the basis of a risk-based approach, to impose on the B2C licensee any additional requirements in the form of financial safeguards in order to achieve increased protection of the player funds. Such safeguards include, but are not limited to trusts, bank guarantees and reserve accounts.

- (2) All player funds account balances shall be such as to allow licensees to withdraw the funds from the account, and the funds need to be withdrawable at any time upon request to the institution or institutions within which the funds are held.

Provided that, if the Authority is satisfied that the player funds may be equally protected when held in any other account types, such setup may be approved by the Authority on the basis of a risk-based approach.

- (3) The licensee shall instruct and authorise the licensed credit, financial and, or payment institution with which a player funds account is held, to disclose any information as may be requested by the Authority in respect of a player funds account.

32. (1) A licensee may present one or more accounts within which player funds are held. It is not necessary that all player funds are held within one account.

- (2) All player funds accounts are subject to equal regulatory review by the Authority;

- (3) All player funds accounts shall provide access to funds sufficient to cover a licensee's liabilities towards players.

33. (1) Player funds may be held within credit, financial and, or payment institutions licensed in Malta, or licensed outside Malta but within the EU/EEA or other approved jurisdictions:

Provided that it is the responsibility of the licensee to ensure that the Authority remains in a position to exercise viewing rights over the common account of player funds.

- (2) Player funds in transit may be cleared by institutions located in Malta, or institutions located within the EU/EEA or other approved jurisdictions:

Provided that it is the responsibility of the licensee to ensure that the Authority remains in a position to exercise viewing rights over the funds in transit.

Provided further that the Authority may request the licensee to provide to the Authority with:

- (a) Evidence that the licensee has provided the aforementioned credit, financial and, or payment institution with an authorisation to release all information to the Authority, upon request.
- (b) A declaration from the aforementioned credit, financial and, or payment institution that it will provide any information requested to the Authority, upon request and without any undue delay.

34. A licensee in possession of an additional licence for gaming services acquired from another jurisdiction, may, if the arrangement is approved by the Authority, hold player funds in the same player funds account in which the licensee holds funds pertaining to players from the said jurisdiction, provided that:

- (a) the licensee is able to demonstrate to the Authority that there are sufficient funds to meet the liabilities towards players acquired under the licence provided by the Authority;
  - (b) the licensee is able to produce information relating to the activities to which the other funds relate, and produces all the information requested by the Authority;
  - (c) it remains the responsibility of the licensee to ensure that the Authority remains in a position to exercise viewing rights over the common account of players funds;
  - (d) the Authority is satisfied that the licensee is in a position to cover all liabilities pertaining to gaming activity under the Authority's licence, as well as gaming activity under any such other jurisdiction.
35. (1) For the avoidance of doubt, fees and any other charges deducted from a player's account, so long as such fees or charges are in line with the B2C licensee's approved terms and conditions, and are fair and clear to the consumer, shall not be considered to amount to players' funds once these have been deducted.
- (2) A B2C licensee shall endeavour to make it clear to its registered players that any deducted fees or charges are no longer part of their funds.
36. B2C licensees who offer players the possibility of using a single wallet across both remote and offline products shall ensure that any statements provided to the players meet the overall requirements for disclosure to players, and that the statements are accurate for the funds held in relation to both the remote and land-based activity.
37. For the avoidance of doubt, the Act and the regulations made thereunder establish funds as being the separate and distinct patrimony of the players, and are not funds belonging to the licensee. In this respect, the licensee is required to ensure that the credit, financial, or payment institution holding player funds understands that the creditors of a licensee have no claim or right of action on or against the player funds, and furthermore, the licensee is required to ensure that the credit, financial, or payment institution holding player funds is aware that the Authority is legally empowered to directly request information and the bank statements relating to accounts holding player funds, from the aforementioned credit, financial or payment institutions.
- Provided that the Authority may request the licensee to provide a letter from the credit, financial, or payment institution confirming the above.
38. The player funds account balance, including funds in transit or in the process of being cleared, shall at any time be at least equal to the aggregate of the amount standing to the credit of players' accounts held by the licensee:
- Provided that the player funds account balance constitutes at least ninety per cent (90%) of the funds required by the licensee to cover player funds, with the remaining balance covered by funds in transit.

Provided further that if these funds fall below the aggregate total of the amount standing to the credit of players, the licensee shall make good the shortfall from the licensee's own funds, forthwith.

### **Part X – Complaints and Disputes**

39. (1) B2C licensees shall maintain a player support function with sufficient resources to efficiently, competently and effectively interact with players, which for B2C licensees offering games via remote means, shall include at minimum, electronic mail and telephone as channels, whilst B2C licensees operating gaming premises and controlled gaming premises shall, in addition to the above channels, also maintain a designated person within the premises.
- (2) B2C licensees shall put into effect a written procedure for handling player complaints and disputes, and this procedure shall be made readily available to the players, and included within the general terms and conditions.
- (3) B2C licensees shall offer players the possibility of referring any dispute to a registered ADR entity if the same player feels that the dispute was not resolved to his satisfaction. The B2C licensee shall ensure that the procedure required by virtue of sub-article (2) above, includes the identity of the ADR entity or entities to whom disputes can normally be referred and, where necessary, details of any limitation on the nature and subject matter of disputes with which a particular ADR entity deals:

Provided that, it is permissible for B2C licensees to have arrangements with more than one ADR entity and for players to be directed to different ADR entities depending on the nature and subject matter of the dispute.

Provided further, that players shall first exhaust the B2C licensee's complaint procedure.

Provided further that, B2C licensees shall maintain a record of all complaints that are not resolved at the first stage of the complaints procedure.

- (4) The procedure before an ADR entity does not restrict the player's right to bring proceedings against the B2C licensee in any court of competent jurisdiction.
- (5) B2C licensees shall inform the Authority of the decisions of the ADR entity to which the dispute has been referred, in such format and within such timescale as the Authority may from time to time specify.
- (6) B2C licensees shall also give the opportunity to players to refer their complaints to the Authority, by including links or contracts to the Authority's player support function.

### **Part XI – Transitory**

40. (1) The requirements laid down in the following provisions shall be implemented by licensees by not later than the 31<sup>st</sup> of March 2019: Article 6(3), Article 11(2), Article 16(2), Article 16(3), Article 17(1), Article 30(1)(b):

Provided that, each licensee shall notify the Authority of the intended time frame and method for implementation at the earliest and not later than the 30<sup>th</sup> of September 2018.

(2) In relation to the obligations envisaged in Article 6(2), licensees shall ensure that in the case of a gaming service offered by remote means, the terms and conditions shall be no more than one click away from the homepage of the B2C licensee, or from the game or activity to which they refer by not later than the 31<sup>st</sup> of March 2019.

(3) Licensees shall comply with the obligations envisaged in Articles 6(6) and 6(7) at the earliest and in no case later than the 30<sup>th</sup> of September 2018.